

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T
between the
PRINCIPALS' AND VICE PRINCIPALS' ASSOCIATION
OF FRANKLIN TOWNSHIP
and the
BOARD OF EDUCATION OF FRANKLIN TOWNSHIP
The County of Somerset, New Jersey

June 23, 1969

1969-1970

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P R E A M B L E

This AGREEMENT entered into this 1st day of July, 1969,
by and between the BOARD OF EDUCATION OF THE FRANKLIN TOWNSHIP
SCHOOL DISTRICT, FRANKLIN TOWNSHIP, SOMERSET, NEW JERSEY, herein-
after called THE "BOARD", AND THE PRINCIPALS' AND VICE PRINCIPALS'
ASSOCIATION, hereinafter called the "ASSOCIATION".

ARTICLE I
RECOGNITION

Pursuant to the provisions of Chapter 303 of the Laws of 1968, the Franklin Township Board of Education hereby recognizes the Principals' and Vice Principals' Association of Franklin Township as majority representative and as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel, whether under contract, on leave, now employed or as may be hereafter employed by the Board:

Principals

Vice Principals

The term "administrator", when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as above defined, and references to male administrators shall include female administrators.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968; such negotiations shall begin not later than December 1, 1969.
- B. Upon request by the Association president, the Board agrees to make known to the president when and where the information is available that the Board is required by law to release.
- C. Neither party to the negotiations shall have any control over the selection of the negotiating representative of the other party.
- D. Except in emergency the Board, through the Superintendent, will consult with the principals and/or their Association on any proposed modification of existing rules, regulations or policies affecting conditions and terms of employment for administrators.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance is a claim by a principal or vice principal, a group of principals or vice principals, or the Association (in connection with its rights under this Agreement) based upon the interpretation, application or violation of policies, agreement or administrative decision affecting them. Subject to the applicable provisions of this Agreement, the term "grievance" shall not apply to:
1. Any matter for which an appeal to the State Commissioner of Education is specifically provided under Title 18A of the Education Laws (it being intended by this to guarantee a grievant his right of appeal to the Commissioner), or Rules or Regulations of the State Commissioner thereunder.
 2. Any matter which, according to law, is beyond the power of the Board of Education.
 3. A claim of non-employment by a non-tenure principal or vice principal.

A grievance must be initiated within thirty (30) calendar days after the grievant knew or should have reasonably known of the occurrence of the event giving rise to the grievance.

- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance to the grievant within a specified time limit shall permit the principal or vice principal to proceed to the next step.
Failure at any step of this proceeding to appeal the grievance to the

next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that the principal or vice principal shall, during and notwithstanding the pendency of any grievance, perform all assignments and follow all of the rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

D. Levels

1. Level One

Any principal or vice principal who has a grievance shall discuss it first with the Superintendent of Schools, in an attempt to resolve the matter informally at that level.

2. Level Two

If, as the result of the informal discussion, the matter is not resolved to the satisfaction of the principal or vice principal within five working days, he shall set forth his grievance in writing to the Superintendent of Schools, specifying:

- a. The nature of the grievance and the date of the event.
- b. The solution sought.
- c. The result of previous discussion.
- d. Dissatisfaction with decisions previously rendered.

A copy of the grievance shall be promptly forwarded to the Association by the Superintendent. The Superintendent shall communicate his decision, with reasons, to the principal or vice principal within three (3) working days of the receipt of the written grievance.

3. Level Three

If the principal or vice principal is not satisfied with the disposition of his grievance at level two, he may file his grievance in writing with the Board of Education, within five (5) working days after receipt of the decision at level two or ten (10) working days after

submitting the grievance to the Superintendent, whichever is sooner. The grievance shall be submitted in writing to the Board through the Superintendent who shall attach all related papers and forward the grievance to the Board of Education, within three (3) working days. The Board shall review the grievance and render a decision in writing within twenty (20) calendar days of the receipt of the grievance by the Board; if, in the Board's judgment, a hearing is to be scheduled with the principal or vice principal, such hearing shall be held within twenty (20) working days of the receipt of the grievance by the Board, and a decision shall be rendered in writing within ten (10) working days of the hearing.

In the event that the Board determines that a hearing should be held with the principal or vice principal, such hearing shall be scheduled at a mutually reasonable time.

E. Miscellaneous

1. The number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process.
2. The Board and the Association shall ensure the individual freedom from restraint, interference, coercion, discrimination, reprisals in presenting his appeal with respect to his personal grievance.
3. At level three the decision by the Board shall include a statement of the reasons for the position taken at that level.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

F. Rights of Principals and Vice Principals to Representation

1. Any principal or vice principal may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
2. When a principal or vice principal is not represented by the Association in the processing of his grievance, the Association shall, at the time of the submission of the grievance, at level two, or at any later level, be notified that the grievance is in process and have the right to be present and present its position in writing and shall receive a copy of all decisions rendered.

ARTICLE IV

RIGHTS OF ADMINISTRATORS

- A. No principal or vice principal shall be disciplined without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure with the exception of the case involving the discharge of a non-tenure principal or vice principal.
- B. The Association may use school building facilities at all reasonable hours for meetings, subject to the reasonable rules and regulations which uniformly apply to the use of school facilities. Bulletin boards, administrators' mailboxes, and school mail shall be made available to the Association.

ARTICLE V

PROTECTION OF ADMINISTRATORS AND PROPERTY

This shall be the subject of study by the Administrative Coordinating Council.

ARTICLE VI

PROMOTION

This shall be the subject of study by the Administrative Coordinating Council.

ARTICLE VII

ADMINISTRATOR ASSIGNMENT

This shall be the subject of study by the Administrative Coordinating Council.

ARTICLE VIII

TRANSFER

This shall be the subject of study by the Administrative Coordinating Council.

ARTICLE IX

PRINCIPALS AND VICE PRINCIPALS EMPLOYMENT

Any principal or vice-principal new to the Franklin Township Public Schools may be given credit for maximum of twelve year's approved prior service. The types of prior service that can be considered for credit and the related limitations are as follows:

1. Teaching experience in public or approved private schools up to a maximum of twelve years credit.
2. Non-teaching experience that is directly related to the assigned teaching position up to a maximum of two years. The Superintendent of Schools, with Board approval, may grant credit for this type of service. The Superintendent shall determine whether or not any given non-teaching experience is related to teaching only at the time of initial employment.
3. Military and/or Peace Corps service up to a maximum of four years after presenting evidence of honorable service.
4. One year for service with Vista, National Teacher Corps or Fullbright Scholarship.

Any combination of the three types of prior experience listed above may be used to accumulate up to the limit of twelve years' credit for prior service. The limitations within each type of service always pertain and cannot be exceeded. Any former employee covered under this policy who is returning to service in the Franklin Township Public Schools may receive credit for satisfactory prior experience in this school district in addition to any approved experience granted under this policy.

Administrators shall be notified of their contract status and salary status for the ensuing year no later than April 1.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Principals or vice-principals working on a contractual basis of no less than half-time on or before February 1 shall be eligible to receive up to \$75.00 reimbursement annually to defray the costs of approved college course credits. Proof of successful completion of the course shall be submitted to the Personnel Office before payment can be made.

ARTICLE XI

SCHOOL CALENDAR

A committee, designated by the Association, shall make recommendations to the Superintendent concerning the school calendar.

The Calendar, shall become an addendum to this Agreement, and shall appear as Schedule B.

ARTICLE XII

CONTRACTUAL YEAR

The Contractual Year for a twelve month Principal or Vice-Principal shall consist of:

- (1) 225 Working Days
- (2) 20 Days Paid Vacation
- (3) 14 Paid Holidays as follows:
 - (a) Independence Day
 - (b) Labor Day
 - (c) Yom Kippur
 - (d) Thanksgiving Day
 - (e) Friday after Thanksgiving
 - (f) December 22nd
 - (g) December 23rd
 - (h) Day before Christmas
 - (i) Christmas Day
 - (j) Day after Christmas
 - (k) New Year's Day
 - (l) Friday before Easter
 - (m) Easter Monday
 - (n) Memorial Day
- (4) 2 Convention Days

The Contractual Year for ten and a half ($10\frac{1}{2}$) month Administrators shall consist of:

- (1) 200 Working Days from September 1st to June 30th
10 Working Days* from August 18th to 29th
- (2) 15 Paid Holidays (as above) - Extra day to be worked out with Superintendent of Schools
- (3) 2 Convention Days

* Personal Days (2) not to be taken in August.

ARTICLE XIII

SALARIES

- A. 1. Principals and vice-principals employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Principals and vice-principals employed on a ten and a half ($10\frac{1}{2}$) month basis shall be paid in twenty-one (21) equal semi-monthly installments.
- B. Principals and vice-principals may individually elect to have a portion of their salary deducted as part of a savings plan. The Secretary of the Board of Education is authorized to deposit such funds in the Mohawk Savings and Loan Association. Bank books shall be made available to principals and vice-principals, upon request, at any time during the school year.
- C. Principals' and vice-principals' salaries are based upon the concept of an "Administrative Ratio". The ratio is generally comprised of three basic elements:
 - 1. Degree level and appropriate step on the teachers' salary guide.
 - 2. Time required beyond that required of teachers.
 - 3. Administrative responsibility.
- D. The salaries of all principals and vice-principals covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

ARTICLE XIV

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its principals and vice-principals dues for the Franklin Township Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said principals and vice-principals individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, and under rules established by the State Department of Education.

ARTICLE XVI

SICK LEAVE

Principals and vice principals shall be allowed ten days sick leave per year. If any principal or vice principal requires, in any school year, less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years. Sick leave is defined to mean absence of the principal or vice principal because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease.

The Board, in its discretion, may grant additional sick leave with pay.

Note: Accumulated sick leave shall become the subject of further study by the Administrative Coordinating Council.

ARTICLE XVII
TEMPORARY LEAVES OF ABSENCE

Death in Family

1. Death in the immediate family: Five (5) days with pay, Includes spouse, father, mother, sister, brother, son, daughter or any member of the family living in the household of the employee.
2. Death in the family - not immediate: One (1) day's leave with pay. Includes aunt, uncle, grandparent, mother-in-law, father-in-law, niece, nephew, grandchild, grandparents of husband or wife, first cousin, brother-in-law, sister-in-law. These days are not deducted from sick leave.

School Visitation

One (1) day per year shall be allowed for the observation in another school. Arrangements for school visitation shall be made through the office of the Superintendent.

Personal Leave

Principals and Vice-Principals shall be eligible to receive two (2) days personal leave. Application should be made in advance when possible and approved by the Superintendent. No personal leave days shall be granted on in-service training days or immediately before or after holidays. An application received more than a week after the absence shall not be approved as personal leave.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

Maternity Leave

1. Leave of absence for maternity shall apply only to tenure principals and vice-principals.
2. Application for leave by tenure principals and vice-principals or resignation by tenure principals and vice-principals shall be made six months prior to expected birth.
3. Beginning of leave or termination of employment shall be determined by the Superintendent, normally to start at the end of five months of gestation.
4. Return shall be permitted only at the beginning of a school year. Exceptions may be made if an urgent need arises during the year for principals and vice-principals in the system and with principals and vice-principals desiring to return early. A statement from a physician stating that the person is in good health shall be required.
5. Maternity leave shall not exceed two years.
6. Salary increases and adjustments granted to principals and vice-principals shall be granted to persons who have been on leave. However, no salary shall be paid during maternity leave of absence.
7. A principal or vice-principal granted a maternity leave, shall upon resuming her regular duties, be eligible for the same salary she would have received had she completed the school year in which the leave was granted, assuming the leave was granted after January 31st.
8. Maternity leave shall not be granted to non-tenure principals and vice-principals, but principles of the above section shall apply otherwise.
9. In the event a female tenure principal or vice-principal adopts a child, she shall have the same principles as the tenure principal or vice-principal who gives natural birth.

Exchange or Foreign Teaching

1. A one (1) year leave of absence without pay shall be granted for Exchange or Foreign Teaching. The principal or vice-principal shall have been an employee of the Board and obtained tenure and shall agree to return to this system for at least one full year following the leave of absence.

2. Salary and payments to the Pension and Annuity Fund shall be determined necessarily by the conditions of the exchange agreement.

3. Experience credit on the salary guide shall be granted for Exchange or Foreign Teaching. Also, the principal's or vice-principal's salary shall be adjusted in accordance with any changes made in the guide during his leave of absence.

Extended Leave For Study, Travel, Rest, Recuperation Or Other Reasons

1. Extended leave of absence for reasons other than illness may be granted without pay to principals and vice-principals for Study, Travel, Rest or Recuperation, and for other reasons.

a. Eligibility. The principal or vice-principal shall be certificated and be a tenure principal or vice-principal.

b. Length of Leave. The length of leave shall be for either one (1) semester or for one (1) year, to be specified in the request.

c. Time of Returning. The principal or vice-principal shall re-enter the school system at the beginning of the school year. Re-entry at other times may be made only at the convenience of the Franklin Township School District.

d. Future Service Requirement. The principal or vice-principal shall agree to return to the Franklin Township School District for at least one year after the leave of absence has been completed. This requirement may be waived by the Board when the requested leave is for rest or recuperation.

e. Salary After Leave. No experience credit shall be granted on the salary guide for the duration of the leave of absence except for Exchange or Foreign Teaching.

Absence Not Covered By Rules

The payment of salary in cases not covered by rules shall be determined by individual consideration by the Board.

All extensions or renewals of leaves shall be applied for in writing and the Board shall respond in writing.

ARTICLE XIX

SCHOOL DISCIPLINE

This shall be the subject of study by the Administrative
Coordinating Council.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

This shall be the subject of study by the Administrative Coordinating Council.

ARTICLE XXI

BOOKS AND OTHER INSTRUCTIONAL MATERIALS

This shall be the subject of study by the Administrative Coordinating Council.

ARTICLE XXII

ADMINISTRATIVE COORDINATING COUNCIL

The parties agree to establish the Administrative Coordinating Council; this Council is to consist of two members designated by the Superintendent and two members designated by the Association. It shall be the function of this Council to study such material mentioned herein and such other matters relating to the educational program in the Franklin Township School District.

The function of the Council is to recommend to the Board of Education, through the Superintendent, points for consideration in connection with the establishment of policies and practices pertinent to the items studied. The Board agrees it shall give serious consideration to the recommendations, subject to fiscal and legal limitations.

The Council shall meet not less than four times annually, and at such other times that the Council determines necessary. The Council shall establish its own rules of procedure and be empowered by a majority vote to form sub-committees to study and render reports to the Council concerning the subjects stated above. The Council is empowered to issue both majority and minority reports.

The Board agrees to allocate up to \$250 for the work of the Council.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Copies of this Agreement shall be printed or mimeographed at the expense of the Board and distributed to the members of the bargaining unit promptly.

Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the Board at 761 Hamilton Street, Somerset, New Jersey.

To the Association at _____.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30, 1970, subject to the Association's right to negotiate over a successor Agreement as provided by Chapter 303, Public Laws 1968. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their seals to be placed hereon, all on the day and year first above written.

Association

By _____

President

Board of Education

By _____

President

By _____

Secretary

By _____

Secretary

SCHEDULE "A"

SALARY SCHEDULE FOR PRINCIPALS AND VICE-PRINCIPALS

<u>Category</u>	<u>Contract</u>	<u>*Ratio</u>
High School Principal	12 Months	1.60
Intermediate School Principal	12 Months	1.45
Elementary School Principal	12 Months	1.40
Elementary School Principal	10½ Months	1.10
*** Secondary School Vice-Principal	12 Months	1.35
Elementary School Vice-Principal	10½ Months	1.18

- * 1. Ratios are applied after placement of Principal or Vice-Principal upon appropriate step of teachers' salary guide commensurate with years of experience and degree(s) held.
- *** 2. Secondary School Vice-Principal includes High School Vice-Principals and Intermediate School Vice-Principal.

FRANKLIN TOWNSHIP PUBLIC SCHOOLS ADOPTED CALENDAR 1969-70

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SCHEDULE "B"

APRIL		19 days				
	T	M	T	F		
M		1	2	3		
	6	7	8	9	10	
*	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

		20 days				
	T	M	T	F		
M		1	2	3	1	
	5	6	7	8		
*	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

JUNE		15 days		
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

<u>Parent Conference Dates:</u>	Elementary Report Cards to <u>(Elementary Schools)</u> be issued on:		
Week of Oct.	20-24,	1969	December 8, 1969
Week of May	4-8,	1970	March 9, 1970
			June 19, 1970
<u>*F.T.E.A. Meetings-After School</u>			<input type="checkbox"/> Schools Closed
<input checked="" type="checkbox"/> One-Session Days			
<input checked="" type="checkbox"/> Teacher In-Service, Orientation, Preparation, Closing			

Total Days - (For Pupils)	Public Board of Education
September 18	Meeting Dates and Places
October 23	September 1969--June 1970
November 16	September 15 MacaFee Road
December 15	October 20 S.G.S. Inter.
January 19	November 17 Kingston
February 18	December 15 S.G.S. Inter.
March 19	January 19 Hillcrest
April 19	February 16 S.G.S. Inter.
May 20	March 16 S.G.S. Inter.
June 15	April 20 S.G.S. Inter.
	May 18 S.G.S. Inter.
	June 15 S.G.S. Inter.
	182 days
	188 days
	For Teachers